

<b>REQUEST FOR QUOTATION</b> <b>(THIS IS NOT AN ORDER)</b>			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE 1	OF 11	PAGES
1. REQUEST NO. <b>DJJ-12R-USA48-0001</b>		2. DATE ISSUED <b>02/3/12</b>		3. REQUISITION/PURCHASE REQUEST NO. <b>NA</b>		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <b>▶</b>		
5a. ISSUED BY Department of Justice, United States Attorney's Office 333 Las Vegas Blvd., S., Ste. 5000, Las Vegas, NV 89101						6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME Deborah Salas email: Deborah.salas@usdoj.gov			TELEPHONE NUMBER AREA CODE (702) NUMBER 388-5073			9. DESTINATION		
8. TO:						a. NAME OF CONSIGNEE United States Attorney's Office		
a. NAME Prospective Offerors			b. COMPANY			b. STREET ADDRESS 333 Las Vegas Blvd., S., Ste. 5000		
c. STREET ADDRESS						c. CITY Las Vegas		
d. CITY			e. STATE		f. ZIP CODE		d. STATE NV	
							e. ZIP CODE 89101	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date). <b>3/2/12</b>				<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>								
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001-0004	Prospective Offerors shall provide a price quote for the 16 <sup>th</sup> Native American Conference in Reno, NV 7/24 – 26/2012 for the United States Attorney's Office, District of Nevada in accordance with the attached statement of work.  NOTE: Formal award is contingent upon the approval and availability of funds							
12. DISCOUNT FOR PROMPT PAYMENT <b>▶</b>				a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)
								d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.								
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION	
a. NAME OF QUOTER								
STREET ADDRESS				16. SIGNER				
c. COUNTY				a. NAME (Type or print)			b. TELEPHONE	
							AREA CODE	
d. CITY	e. STATE	f. ZIP CODE		c. TITLE (Type or print)			NUMBER	

**REQUEST FOR QUOTATION DJJ-12R-USA48-0001**  
**CONTINUATION OF STANDARD FORM 18**

The following addenda are hereby made to the numbered blocks appearing on Standard Form 18

**BLOCKS 11 a. THROUGH f. – SCHEDULE/PRICES**

**1. SLEEPING ROOMS**

Room Type	Qty	Unit	Unit Price	Total Price
Sleeping Rooms – Block up to 40 rooms - Double Occupancy/ two beds per room	2	Nights	\$	\$
Single Occupancy Rate				
GRAND TOTAL				

**2. MEETING ROOM**

Room Type	Qty	Unit	Unit Price	Total Price
Meeting Room – Classroom Style Set up for 120 people, 7/24/12 (1:00 pm – 5:30 pm, 7/25/12(8:00 am – 5:00 pm, 7/26/12 (8:00 – 12:30 pm	3	Days	\$	\$
Set up	1	Lot		
Meeting Room – Classroom Style Set up for 50 people, 7/25/12 (8:00 am – 5:00 pm,				
Set up	1	Lot		
GRAND TOTAL				

**3. AUDIO-VISUAL EQUIPMENT**

Type	Qty	Unit	Unit Price	Total Price
Audio-Visual Equipment Rental for large conference room (7/24/12 – 7/26/12)-- to include 1 each, Screen, Podium & wired microphone, wireless microphone, audio patch	3	Days	\$	\$
Set up	1	Lot		
Audio-Visual Equipment Rental for small conference room (7/25/12) to include 1 each,	1	Day		

Screen, wireless microphone, audio patch, wired microphone, podium				
Set up	1	Lot		
GRAND TOTAL				

#### 4. FOOD SERVICE

TYPE	QTY	UNIT	UNIT PRICE	TOTAL PRICE
AM Light refreshments to include up to 5 dz breakfast pastries, 5 dz bagels w/ cream cheese, 1 fruit platter, 5 gallons of coffee, ice water 7/25 & 7/26/12	2	Days		
Service Fee	1	Lot	\$	\$
PM Light refreshments to include up to 5 dz brownies, 5 dz assorted cookies, 1 assorted fruit platter, 4 gallons of coffee, ice water 7/24 & 7/25/12	2	Days		
Service Fee	1	Lot	\$	\$
GRAND TOTAL			\$	\$

#### Line Item Descriptions:

**0001 Sleeping Rooms Rooms**—This contract line item represents the costs up to a 40 room block for two nights (7/24/11 & 7/25/11) – Most rooms needed will be double occupancy, two beds requested per room, but there may some single occupancy. There may also be a need to have a few individuals to arrive on 7/23/12 (total 3 nights). Notification will be given should such accommodation be necessary. Room quantities are subject to change.

**0002 Meeting Rooms**—This contract line item represents the costs of two meeting rooms. One room to accommodate up to 120 people each day for two half days and one full day, 7/24 – 26/12). One breakout room to accommodate up to 50 people for one full day, 7/25/12. Classroom style set up requested for both rooms.

**0003 Audio-Visual Equipment Rental**— This contract line item represents the cost of audio-visual services for the meeting space for three days. The audio-visual services include items such as an audio patch, screen, microphone, podium and wireless microphone for each room.

**0004 Food service**— This contract line item represents the costs of light refreshments for all three days. Refreshments for AM to include but not limited to assorted donuts, fruit, bagels w/cream cheese, coffee, & water. Refreshments for PM to include but not limited to assorted

cookies, brownies, coffee, & water. Food quantities and requests are subject to change. Quantities and assortment to be finalized within three days of conference.

## **1.0 STATEMENT OF WORK**

**1.1 Scope of Work** – The Contractor shall provide meeting space, light refreshments, audio-visual equipment, and reserve sleeping rooms for the 16<sup>th</sup> Native American Conference in Reno, NV to be attended by approximately 120 people. The conference will be held beginning on Tuesday, July 24, 2012 at 1:00 PM through Thursday, July 26, 2012, ending at 12:30 PM.

**1.2 Sleeping Rooms/Lodging** – Lodging shall be at the hotel facility and shall not exceed the posted government per diem rate for that time period. Hotel shall invoice the U.S. Attorney's Office for actual sleeping rooms used by attendees. Extra expenses other than standard room charges will be paid by attendee. There will be no fees paid or consideration provided to the Hotel for early departure or cancellation of individuals associated with this event. No attrition. The Government only pays for what it uses.

**1.3 Rooming & Payment Method** – USAO will book rooms for attendees using a master account or an identifier that will allow the attendees to register with the hotel for the 16<sup>th</sup> Native American Conference. All reservations will be received no later than 24 hours prior to the start of the conference. Reservations received after this date will be confirmed on a space available basis at the prevailing rate available. The Government cannot pay for cancellation fees, early check out or penalties.

**1.4 Tax and Taxation** – The United States Government is exempt from taxation for performance of services under this order.

**1.5 Conference Room Space** – Sufficient meeting space within the hotel facility is required for three days for up to 120 people. Raised head table for up to 8 people in front of room with requested AV equipment, mic's, and podium. During the general session, a classroom set-up with adequate room for audio-visual equipment is required. Room shall remain set and locked when unoccupied. Services to include set up/take down and clean up.

**1.6 Conference Registration** – Conference registration desk and sign to be located in front of meeting space. Registration start time TBD.

**1.7 Audio and Visual Equipment** – The Conference requires audiovisual equipment and support. Aside from the equipment, we will need personnel to set up the site, and available throughout the three-day event to trouble shoot any problems that might arise during the conference, as well as take down the site after the conference.

**1.8 Refreshments** - Refreshments shall be available in the morning and afternoon and as follows:

- 1.8.1** Tuesday, July 24, 2012 (time TBD) PM refreshments to include up to 5 dz assorted cookies, 5 dz brownies, 1 assorted fruit platter, 4 gallons of coffee, and ice water, etc.
- 1.8.2** Wednesday, July 25, 2012 (time TBD) AM refreshments to include up to 5 dz assorted morning pastries, 5 dz assorted bagels w/cream cheese, 1 assorted fruit platter, 5 gallons of coffee, and ice water.
- 1.8.3** Wednesday, July 25, 2012 (time TBD) PM refreshments to include up to 5 dz assorted cookies, 5 dz brownies, 1 assorted fruit platter, 4 gallons of coffee, and ice water, etc.
- 1.8.4** Thursday, July 26, 2012 (time TBD). AM refreshments to include up to 5 dz assorted morning pastries, 5 dz assorted bagels w/cream cheese, 1 assorted fruit platter, 5 gallons of coffee, and ice water.

**1.9 Insurance** – Departments of the United States Government are self-insured.

**1.10 Indemnification** - The Hotel and the U.S. Department of Justice each agree to defend, indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including attorneys' fees, and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by the Hotel and the U.S. Department of Justice pursuant to the performance of each party's obligations hereunder. The Hotel and the U.S. Department of Justice each agree to defend, indemnify and hold harmless the other party for any claim, action, and cause of action and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Contract, except for the willful misconduct or gross negligence of the other party. 52:233-4 Applicable Law for Breach of Contract Claim (OCT 2004): United States law will apply to resolve any claim of breach of contract.

**1.11 Compliance with American Disabilities Act** – The Hotel is in compliance with the Americans with Disabilities Act required under Title III ("ADA"). With respect to your meetings that are the subject of this Agreement, USAO is responsible for ensuring that no registrant or member with a disability is excluded, denied services, segregated or otherwise treated differently than other registrants or member because of the absence of auxiliary aids and services or because of the use of inappropriate or ineffective auxiliary aids. You agree to hold the Hotel or any third party providing services to the Hotel harmless from all liability arising from any

failure by you to provide to registrants and members with disabilities any auxiliary aid or services required by the ADA to ensure effective communication for your program.

**1.12 Cancellation** – The performance of this proposed contract order by either party is subject to acts of God, war, terrorism, natural and man made disasters, civil disorder, strikes, Federal Regulations, or Federal Laws that make this event impossible. If the Government should cancel for reasons other than those beyond physical control, the Hotel will be entitled to an equitable adjustment.

## **2.0 ORDER ADMINISTRATION, INVOICING AND PAYMENT**

### **2.1 Contracting Officer –**

The Contracting Officer for this award is:

Deborah Salas

U.S. Attorney's Office

District of Nevada

333 Las Vegas Blvd., S., Ste. 5000

Las Vegas, NV 89101

Telephone: (702) 388-5073

The Contracting Officer listed above is the only person authorized to direct the Contractor and obligate the Government. The Contractor shall notify the Contracting Officer prior to providing any services that are outside of those required by the purchase order.

Any actions taken by the Contractor outside the terms and conditions of this purchase order shall be deemed to have been at the Contractors convenience and therefore shall not obligate the Government to pay the Contractor for those efforts.

### **2.2 Contracting Officer's Representative (COR) –**

The COR for this award is:

Debra Waite

U.S. Attorney's Office

District of Nevada

333 Las Vegas Blvd., S., Ste. 5000

Las Vegas, NV 89101

Telephone: (702) 388-6218

Upon award, the COTR will coordinate the technical aspects of the purchase order and inspect items/services furnished hereunder; however, she shall not be authorized to change any terms and conditions of the resultant order, including price.

The COR is authorized to certify (but not reject or deny) invoices for payment. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

## **2.3 Invoice Instructions –**

### **2.3.1 Invoices shall be submitted to:**

U.S. Attorney's Office  
District of Nevada  
333 Las Vegas Blvd., S., Ste. 5000  
Las Vegas, NV 89101  
Attn: Deborah Salas, Contracting Officer

**2.3.2 Prompt Payment Act -** In accordance with the Federal Prompt Payment Act, the U.S. Attorney's Office is authorized 30 days from the date on which a complete, correct invoice is received to make payment.

### **2.3.3 Invoices shall be submitted with the following information:**

- Tax Identification Number
- Contractor's Mailing Address
- Telephone Number
- Date of Invoice
- Invoice Number
- Purchase Order Number
- Total Invoice Amount

**2.3.4** Invoices that are not properly submitted, or that contain incorrect data, will be returned for revision.

## **3.0 Evaluation Criteria**

The Government will award a contract resulting from this Request for Quotation (RFQ) to the responsible offeror whose offer conforms to the RFQ and is the "Best Value" to the Government. The Federal Acquisition Regulation (FAR) defines best value as the expected outcome of an acquisition that, in the government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).

Under Best Value Source selection, non-price evaluation factors, when combined, are significantly more important than price. However, an offeror will not be selected for award on the basis of superior capability without consideration of the amount of its price.

In order to select the winning offeror, the technical evaluation panel will rank offerors from best to worst by making paired comparisons, trading off the marginal differences in capability and price. If one offeror has both the better capability and the lower price, then that offeror will be the better value. If one offeror has the better capability and the higher price, then the technical evaluation panel will decide whether the marginal difference in capability is worth the higher price. If the technical evaluation panel considers the better capability to be worth the higher price, then the more capable, higher priced offeror will be the better value. If not, then the less capable, lower priced offeror will be the better value. If more than two proposals are received, the technical evaluation panel will continue to make paired comparisons until they have decided which offeror represents the best value.

Prospective vendors are to submit a quote that includes a written proposal addressing all of the services and types of accommodations to be provided.

The following factors in descending order of importance shall be used to evaluate offers:

**1. Price**

**2. Acceptability of accommodations, conference space, and menu items**

The hotel must be able to accommodate the entire conference in one facility. The facility shall have a full restaurant, business support services, handicap access, and audiovisual services including high-speed Internet access in meeting rooms.

Acceptability is defined as the offeror's ability to meet or exceed the Government's requirements as stated in the RFQ. Acceptability factors include but are not limited to: suitability of the proposed location, quality of the proposed items of supply, and fitness of the accommodations proposed. The Government may require a site visit of the proposed location in order to determine overall acceptability. Offerors should submit descriptive literature and documentation to support the information in the quotation. Examples include brochures, menus and equipment lists.

**4.0 Hotel/Commercial Agreement**

**The Government does not intend to sign a hotel/commercial agreement. The purchase order, along with the applicable Federal Acquisition Regulation clauses, are binding and legally sufficient to protect both parties. Acceptance of any hotel agreement requires the Government's legal review and negotiations and thus will cause undue administrative delay.**



## Attachment A- Request for Quotation

- FAR 52.252-2      Clauses Incorporated by Reference (FEB 98) - This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.204-3      Tax Identification Number (OCT 98) - If known, please indicate your Tax Identification Number (TIN).
- FAR 52.204-6      Data Universal Numbering System (DUNS) (APR 08) - If known, please indicate your Contractor Identification Number (DUNS #)
- FAR 52.204-9      Personal Identity Verification of Contractor Personnel (SEP 2007) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.217-3      Evaluation Exclusive of Options (APR 84) - When the RFQ indicates option quantities will not be considered as part of the evaluation process.
- FAR 52.217-5      Evaluation of Options (JUL 90) - When the RFQ indicates option quantities will be considered as part of the evaluation process.
- FAR 52.219-1      Small Business Representation (MAY 04) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold and the contractor will perform the contract inside the United States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below.
- The North America Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_. The small business size standard is \_\_\_\_\_.

The prospective contractor should provide the information below:

The offeror represents as part of its quotation that it is \_\_\_\_\_ or is not \_\_\_\_\_ a small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a small disadvantaged business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a woman-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a veteran-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a service-disabled, veteran-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a HUBZone small business concern.

FAR 52.222-18

Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 01) - This certification must be completed if the contractor is informed that the product or service being offered is included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, as identified by their country of origin.

The following end product(s) being acquired under this Request for Quotation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

Listed End Product

Listed Countries of Origin

Certification.

The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ The offeror will not supply any end product listed above that was mined, produced, or manufactured in a corresponding country as listed for that end product.

- [ ] The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

FAR 52.225-2

Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product". The terms "commercially available off-the-shelf (COTS) item",

"component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)